

Rowland Reading Foundation Subscription Agreement to its Online Materials

This is a summary of Rowland Reading Foundation Inc.'s Subscription Agreement to its Online Materials (followed by the full text).

What is the Subscription Agreement? This is the contract that permits you to access online instructional resources in the teacher portal of Rowland Reading Foundation's website.

What do I have access to under the Subscription Agreement? You have access to those Online Materials purchased from Rowland Reading Foundation, Inc. (RRF) during the Effective Period (defined below).

How long does the Subscription to the Online Materials last? The Subscription Agreement begins when the Subscriber (defined below) accepts the terms of the Agreement. For most of the Online Materials, you have access until the following June 30, although some Online Materials may be provided for a longer time period, as stated in the Order Form at the time of purchase. The Subscription Agreement may be renewed annually.

Who is a Subscriber? A Subscriber is the legal entity that purchases access to the Online Materials. A Subscriber may be a school district, a school, or an individual.

Who is an Authorized User? When the Subscriber is a school district or school, it purchases access to Online Materials for designated employees, faculty, staff, and parents of students, known as "Authorized Users."

How may I use Online Materials? The Online Materials are labeled with icons that designate how different kinds of Online Materials may be used.



means that you are limited to displaying the material on your classroom computer or whiteboard, or home computer of parent or guardian of a current student.



means that you may print and copy the material, but you may only distribute copies to your current students or their parents for an educational purpose.



means that you may save, print, and copy the printed material, or download and listen to audio files, but you may only distribute to your current students or their parents for an educational purpose.

Other than these permitted uses, you may not copy, modify, distribute, save, publish, or retransmit the Online Materials, in whole or in part.

Subscription Agreement (full text)

1. **Online Materials.** The Online Materials are available in the teacher portal of Rowland Reading Foundation's website, www.rowlandreading.org or www.superkidsreading.org. The Online Materials are protected by copyright and other applicable laws. Any use of these materials except as authorized under the Subscription Agreement, or copyright law is prohibited. RRF reserves all rights not expressly granted in the Subscription Agreement.
2. **Subscriber.** A Subscriber is the legal entity that purchases access to the Online Materials. A Subscriber may be a school district, a school, or an individual. If the Subscriber is an individual, he or she must be at least 13 years old. If the Subscriber is a school district or school, it may offer access only to Authorized Users of Online Materials by means of a password log-in.
 - a. Authorized Users must be employees, faculty, or staff officially affiliated with the Subscriber, or a parent or guardian designated by an Authorized User. An Authorized User may not share his or her log-credentials with anyone.
 - b. If it is suspected that an unauthorized person becomes aware of an Authorized User's password, the Subscriber will immediately inform the Authorized User and RRF. If RRF becomes aware that an unauthorized person has access to an Authorized User's password, it may, in its sole discretion and without notice, restrict or terminate the Subscriber's access to Online Materials. The Subscriber is liable for all unauthorized uses of Online Materials.
3. **License Grant.** RRF grants to a Subscriber a non-exclusive, non-transferable, revocable, limited term license to use and access the Online Materials that it purchases for Authorized Users at Subscriber's location(s) for educational purposes.
 - a. **Limited Rights.** There are three kinds of Online Materials:
 - i. Online Material labeled "D" may only be displayed for use by an Authorized User on a classroom computer, whiteboard, or a home computer of parent or guardian of a current student.
 - ii. Online Material labeled "P/C" may be printed and copied, but the copies may only be distributed by an Authorized User to current students or their parents for an educational purpose.
 - iii. Online Material labeled "S" may be saved, printed, and copied, but the material may only be distributed by an Authorized User to current students or their parents for an educational purpose.

- b. **Further Restrictions.** Online Materials (or any portion of them) may not otherwise be copied, modified, published, transmitted, transferred, or used for any commercial purpose.
 - c. **Copyright and Trademark Notices.** Copyright and trademark notices on Online Materials must be maintained and may not be modified or altered in any way.
 - d. **No Circumvention.** Subscriber may not circumvent, disable, or otherwise interfere with security-related features of RRF's website or features that prevent or restrict use, copying, or distribution of any materials on it.
 - e. **RRF Remedy for Breach.** If RRF becomes aware of Subscriber's breach of this Section 3, it reserves the right in its sole discretion and without notice to restrict or terminate Subscriber's access to Online Materials.
4. **Effective Period.** The Subscription Agreement becomes effective when Subscriber clicks "I Agree" and continues until the following June 30, and will be renewed for successive anniversaries of this date when payment for renewal of the Subscription Agreement is made for the next year ("Effective Period"). Some Online Materials are available for a longer period as stated in the Order Form at the time of purchase.
- a. Either party may terminate this Agreement with 30 days' prior written notice that describes a material breach by the other party of any term or condition of this Agreement, if the breach has not been cured by the breaching party during the 30-day notice period.
 - b. In the event of a material breach of this Agreement by the Subscriber, when the breach is not cured within 30 days' notice, the Subscriber will immediately cease accessing the teacher portal of RRF's website and this Agreement will terminate.
 - c. RRF reserves the right in its sole discretion and without notice to terminate or restrict Subscriber's access to Online Materials based on a breach of Section 2, Subscriber, or Section 3, License Grant.
5. **Teachers' and Students' Data.**
- a. **Teachers' Personally Identifiable Information.** In the registration process, RRF collects e-mail addresses of teachers designated by the Subscriber. Using a password protected system, teachers may access those Online Materials purchased under the Subscription Agreement with the Subscriber. RRF treats the personally identifiable information of teachers as confidential.
 - b. **Students' Personally Identifiable Information.** RRF also collects personally identifiable information of students provided by the Subscriber. Through a password protected system, students may access Online Materials designated by his or her teacher. RRF treats the personally identifiable information of students

who use Online Materials as confidential and does not release this information to third parties, except as permitted by the Federal Educational Rights and Privacy Act (FERPA).

- c. **Access and Passwords.** Subscriber acknowledges that by granting user identifications and passwords, Subscriber controls and manages access to Online Materials and student data and related records used within the system. Subscriber acknowledges that its data security may be compromised if Authorized Users do not follow appropriate security procedures in maintaining the confidentiality of Authorized Users' names and passwords. Subscriber will promptly report any security concerns to RRF.
 - d. **Use of Information.** Subscriber authorizes RRF to use data from Subscriber's use of Online Materials on an anonymous, aggregated basis for research and improvement of Online Materials.
 - e. **Data Storage and Return.** RRF offers Subscribers the ability to download and store data regarding students' use of Online Materials only during the Effective Period of the current Subscription Agreement. For all previous periods of a Subscription Agreement, or in the event of non-renewal or termination of a Subscription Agreement, student data will be stored or destroyed in accord with RRF's then current policies.
6. **Support.** During regular business hours (CST), RRF is available by phone or e-mail to respond to technical questions regarding online access.
7. **No Warranty.** RRF STRIVES TO MAINTAIN UPDATED AND ACCURATE ONLINE MATERIALS ON ITS WEBSITE. HOWEVER, ALL MATERIAL IS PRESENTED 'AS IS' WITHOUT WARRANTY OF ANY KIND. RRF DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY IN CONNECTION WITH RRF'S TEACHER PORTAL, FOR OUR TEACHERS, AND ITS CONTENT.
8. **Limitation of Liability.** NEITHER RRF NOR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING CONTENT IN RRF'S TEACHER PORTAL, FOR OUR TEACHERS , IS LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO USE OR INABILITY TO USE RRF'S TEACHER PORTAL, FOR OUR TEACHERS, OR ANY ERRORS OR OMISSIONS IN CONTENT. THIS LIMITATION APPLIES TO DAMAGES BY ANY VIRUS OR HARMFUL COMPONENT THAT MAY INFECT COMPUTER EQUIPMENT, SYSTEM, OR LOSS OF DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES. RRF'S LIABILITY IN SUCH JURISDICTIONS IS LIMITED TO THE EXTENT PERMITTED BY LAW.

9. General.

- a. RRF's failure to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement License is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement will remain in full force and effect.
- b. No provision of this Agreement will be deemed waived and no breach consented to unless it is in writing and signed by the parties agreeing to a waiver or consent.
- c. The Subscription Agreement (including the summary) constitutes the entire agreement between the parties with respect to the Online Materials available at RRF's teacher portal. There are no understandings, agreements, or representations regarding the Online Materials not specified here. This Agreement may not be modified without the mutual written agreement of RRF and Subscriber. If there is any inconsistency between the summary and the full text of the Subscription Agreement, the full text of the Subscription Agreement governs.
- d. The Subscription Agreement may not be assigned by Subscriber to any other person, firm, corporation, or other entities (by operation of law or otherwise) without RRF's prior written consent. Any attempt to assign without consent is void and is a material breach of the Agreement.
- e. All matters relating to Subscriber's access to, and use of, the website or any services provided by www.rowlandreading.org or www.superkidsreading.org are governed by U.S. law or the laws of state of Wisconsin. Any legal action or proceeding relating to Subscriber's access to, or use of, the website must be instituted in a state or federal court in Dane County, Wisconsin. Subscriber agrees to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

Revised November, 2011.